
Landlord Worksheet

(This Worksheet MUST be completed for acceptance)

1. What kind of Eviction Notice is used when the tenant fails to pay rent?

2. How does a Landlord end a tenancy?

3. In the eviction process, what should a Landlord do after the Notice to Quit expires?
 - a. Who may serve the tenant?

4. When should a Nuisance Notice be used?

5. Name four (4) Landlord rights:
 - a.
 - b.
 - c.
 - d.

6. Name six (6) Landlord responsibilities:
 - a.
 - b.
 - c.
 - d.
 - e.
 - f.

7. When can a Landlord keep a Security Deposit?

-
8. Can a Landlord accept partial rent payments after a Notice to Quit has been served?
- a. Is a new eviction notice required after acceptance of partial rent?
9. Does a Landlord have to give the tenant(s) notice before he/she enters the property?
- b. How much notice should the Landlord give?
10. When can a Landlord assume abandonment?
11. Name four (4) rights of tenants:
- a.
- b.
- c.
- d.
12. Name five responsibilities of tenants:
- a.
- b.
- c.
- d.
- e.
13. What is the civil fine amount for a Landlord who illegally keeps a Security Deposit?
14. Can a Landlord discriminate against a prospective tenant on the basis of religion?
- a. Why?

15. Are oral agreements enforceable?

a. What about oral agreements that extend past one year?

16. What are the four (4) basic steps to securing a good tenant?

a.

b.

c.

d.

17. Name eight (8) different issues that should be specifically addressed in a standard Lease:

a.

b.

c.

d.

e.

f.

g.

h.

Name:

Rental Unit(s) Address:

Home Address:

Telephone:

Cell:

Fax:

**THIS IS A LEGALLY BINDING CONTRACT
PLEASE READ CAREFULLY**

**West Valley City
Good Landlord Program Agreement**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter the “CITY”), and _____ (hereinafter “Landlord”).

W I T N E S S E T H :

WHEREAS, the Landlord owns rental dwelling units described in Exhibit “A” and incorporated herein by reference; and

WHEREAS, the Landlord desires to be admitted in to the West Valley City Good Landlord Program; and

WHEREAS, the execution of this Agreement is a requirement for admission to the Good Landlord Program; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

A G R E E M E N T :

1. **Landlord’s Obligations.** Landlord agrees to perform the following:

a. **Tenant Screening:**

Landlord shall perform all of the following screening requirements for all tenants prior to move-in:

- **Criminal Background Check:** Landlord shall obtain a criminal history for each tenant as well as each occupant of the premises, who is 18 years or older, including information from the Utah Sex Offender Registry to verify whether or not the tenant or occupants are registered sex offenders. Landlord shall keep all criminal histories on file for the full term of the lease.
- **Driver’s License or State Identification:** Landlord shall require every prospective tenant to provide a Driver’s License or State Identification card, which Landlord shall copy and keep on file for the full term of the lease.

- **Credit Check:** Landlord shall obtain a credit history from every prospective tenant over the age of 18. Landlord shall keep the credit application on file for the full term of the lease.
- **Income/Employment Verification:** Landlord shall obtain income/employment verification from every prospective tenant.
- **Rental References:** Landlord shall obtain contact information for all previous landlords within the last three years.
- **Application:** Landlord shall require each prospective tenant to complete a Rental Application, which shall include the tenant's social security number and date of birth. Landlord shall keep the Application on file for the full term of the lease.

b. **Tenant Selection:**

Landlord shall consider the following criteria, at a minimum, for tenant selection and will refuse to rent to any prospective tenants or other occupants who:

- Provided false information to the Landlord on the Application or otherwise.
- Have been convicted of any drug or alcohol related crime in the past three years; any crime related to property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past three years.
- Appear on the Utah Sex Offender Registry.

Landlord shall execute a valid, written Lease Agreement with each tenant, which shall include the provisions listed in the Landlord Training Packet, which is attached hereto as Exhibit "B", and incorporated by reference.

c. **Landlord Training:**

Landlord agrees to attend a City approved landlord training program every two years.

d. **Calls For Service And Administrative Code Violations:**

All of Landlord's rental dwelling units shall be free of any and all West Valley City Administrative Code Violations. Landlord shall maintain all rental dwelling units in accordance with the West Valley City landscaping requirements, attached hereto as Exhibit "C" and incorporated by reference herein. Landlord's rental dwelling units shall also be free of any and all West Valley City Building, Zoning and Fire Code Violations. If the Landlord has questions regarding Building Z & F Code requirements, Landlord may contact the relevant City department for assistance.

Landlord shall not permit criminal activity on the premises of any of Landlord's rental dwelling units.

Landlord shall not permit more than one Notice of Violation annually.

e. **Penalties:**

If Landlord violates **any** of the terms of this Agreement including, but not limited to:

- Administrative Code Violation(s) and/or Notice(s) of Violation
- More than two calls for service per door
- Failure to screen tenants in accordance with Subsection (a) of this Agreement
- Failure to obtain and have on file the information listed in Subsection (a) of this Agreement
- Failure to execute a valid, written lease
- Renting to tenants under Subsection (b) of this Agreement who are found to be involved in any criminal activity while residing in one of Landlord's rental units
- Failure to notify the West Valley City Police Department before authorizing a vehicle tow in accordance with Subsection (e) of this Agreement

Landlord may be immediately terminated from the Good Landlord Program and shall be subject to the FULL AMOUNT OF THE DISPROPORTIONATE SERVICE FEES AS WELL AS ANY FINES ASSOCIATED WITH THE VIOLATION OF THIS AGREEMENT, WHICH SHALL BE DUE AND PAYABLE UPON TERMINATION FROM THE PROGRAM. FURTHER, IN SOME INSTANCES, VIOLATIONS OF THIS AGREEMENT AND TERMINATION FROM THE PROGRAM MAY RESULT IN SUSPENSION OR REVOCATION OF THE LANDLORD'S BUSINESS LICENSE.

IF LANDLORD IS TERMINATED FROM THE PROGRAM, LANDLORD MAY NOT BE ELIGIBLE FOR READMISSION UNTIL THE NEW LICENSE PERIOD.

f. **Towing Obligations:**

Landlord shall notify the West Valley City Police Department before authorizing any vehicle tow from the property unless the vehicle blocks an entrance or an exit. Landlord shall post at least two signs of the name of the towing company and contact information in conspicuous places such that the information is readily available. Notice given in house rules to residents shall be sufficient notice for enforcement upon residents and tenants.

g. **Additional Tasks At The Request of CITY:**

Landlord agrees to perform the following tasks at the request of CITY in conjunction with this project:

- Response to written notifications from the City, in accordance with Section 15 of this Agreement, within five (5) business days;
- Participation in any electronic notification systems to the extent the landlord is able;
- Provide City with any and all landlord contact information requested;
- Commence eviction of tenants that jeopardize the landlord's membership status in the Program (i.e. continued ordinance violations, criminal offenses, etc.) when eviction is legally permissible; and
- Provide to the City, upon request, the documentation that evidences their compliance with the terms of this Agreement and the Program.

2. **CITY's Obligations.**

- a. The City reserves the right to waive, amend or otherwise forgive Landlord's violations of this Agreement, if, at the City's sole discretion, grounds exist for such a determination.

3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue for the business license period and be automatically renewable annually, provided Landlord remains in compliance with all Good Landlord Program requirements and the terms of this Agreement.

4. **Termination.**

- a. If Landlord fails to fulfill its obligations under this Agreement or if it violates any of the terms of this Agreement, the CITY shall have the right to immediately terminate this Agreement by written notification to the Landlord. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Landlord shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by Landlord.

5. **Program Management Director.** The CITY hereby appoints the West Valley City Rental Unit Task Force as the CITY's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Landlord is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Landlord understands and agrees that the CITY's representative shall have no control over the means, methods, techniques, or procedures employed by Landlord, it being clearly understood that the CITY is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of Landlord.

6. **Independent Contractor.** It is understood and agreed that Landlord is an independent contractor, and that the officers and employees of Landlord shall not be employees, officers, or

agents of the CITY; nor shall they represent themselves to be CITY employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to CITY employees.

7. **Conflict of Interest.** Landlord warrants that no CITY employee, official, or agent has been retained by Landlord to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Landlord, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

8. **Indemnification.** To the fullest extent permitted by law, Landlord agrees to indemnify, defend, and hold the CITY harmless from and against any and all lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the CITY for damages because of bodily injury, death, and/or property damages arising out of, or in consequence of, the performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of Landlord and/or Landlord's servants, agents, employees, and/or assigns. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the CITY.

9. **Assignment.** Neither party shall assign any rights or interest herein without prior written consent of the other party except in cases of transfer of ownership. In cases of a change of property ownership, the new owner must provide their contact information to the city with 45 days, whereupon an amended business license will be provided through the remainder of the term of the license. At the expiration of the amended business license term, this Agreement shall terminate and the new owner shall not be a member of the Good Landlord Program. The new owner may apply for membership status in the Good Landlord Program and shall not be prejudiced by the termination of this Agreement.

10. **Attorney's Fees.** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

11. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

12. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid

13. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the parties hereto.

14. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.

15. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the Landlord: Landlord: _____
 Phone: _____
 Fax: _____
 E-Mail: _____

If to the CITY: West Valley City
 Attn: Wayne Pyle, City Manager
 3600 South Constitution Blvd.
 West Valley CITY, Utah 84119
 Phone: (801) 966-3600
 Fax: (801) 966-8455

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY:

Mayor

ATTEST:

City Recorder

Owner or Owner's Agent.

By: _____

Title: _____

State of _____)

:ss

County of _____)

On this ____ day of _____, 20____, personally appeared before me _____, the signer of the foregoing instrument, Good Landlord Program Agreement, who duly acknowledged to me that he/she executed the same.

Notary Public

**West Valley City
Good Landlord Program Agreement**

Exhibit List

- Exhibit A – Rental Dwelling Units
- Exhibit B – Landlord Training Packet
- Exhibit C – West Valley City Landscaping Requirements

EXHIBIT “A”

RENTAL DWELLING UNITS

West Valley City

PROPERTY OWNER INFORMATION

License Number _____

- ☐ New
☐ Owner Change

Please Print

The City may require an inspection of the Rental Dwelling as a condition of obtaining a Business License.

All questions must be complete or the application will not be accepted.

Name of Business (if applicable) _____

Business Address (if applicable) _____

Mailing Address _____

Name of Applicant _____ SS # _____

Applicant's Physical Address _____

Phone number(s):

Business () _____
Home () _____
Cell () _____
Fax () _____

Entity Type:

- ☐ Sole Proprietorship
☐ Corporation
☐ Limited Liability Company (LLC)
☐ Partnership
☐ Foreign (domiciled outside of Utah)

List all owners other than applicant. If a corporation, partnership, or limited liability company, list other officers, general partners or members.

Property Information Form
Must complete for each property location

Please Print

Local Agent / Manager Information (must reside within Salt Lake County)

Property Name (if applicable) _____

Property Manager Name _____

Address _____

()	()	()
Business Phone	Home Phone	Cell Phone

Complex Information

Number of Buildings at Legal Address _____

Rental Dwelling Type:

- | | | |
|-----------------------------------|---|--|
| <input type="checkbox"/> Condo | <input type="checkbox"/> Duplex | <input type="checkbox"/> Triplex |
| <input type="checkbox"/> Fourplex | <input type="checkbox"/> Single Family Dwelling | <input type="checkbox"/> Apartment (3 or more units) |

Individual Building Information

If you own multiple properties in different locations you must complete a separate **Property Information Form** for each location. Please do not list multiple buildings in this section unless they are part of a complex.

Building #	Address	Number of Dwelling Units	Number of Occupants per Unit

If a complex has more than 10 buildings, please attach additional Property Information Forms.

Office Use Only

Approvals:

Code Enforcement Officer _____

File Number _____

Date _____

Number of Units Inspected _____

Property Information Form

[illegible]

Office Use Only

Approvals:

Code Enforcement Officer _____

File Number _____

Date _____

Number of Units Inspected _____

West Valley City

RENTAL DWELLING BUSINESS LICENSE APPLICATION INFORMATION

- An **inspection may be required** for each rental dwelling unit before a Rental Dwelling Business License is issued.
- A person who owns multiple units is not required to obtain more than one (1) business license.
- A Rental Dwelling Business License is **not transferable** between persons or structures. You must give written notice within **thirty (30)** days to the Business License Official after having transferred or sold the rental dwelling unit. Please provide the business license office with the name and address of the new owner.

Please return all documents to the Business License Office. A Code Enforcement Officer will contact you if an inspection is required.

INSPECTION OVERVIEW

Property Maintenance and Landscaping	Building Exterior	Building Interior	Building Interior Continued....
Landscaping front side rear	Mailbox	Windows, glass & locks	Wall or baseboard heaters
Landscaping per approved plan	Separate gas & electric meters	Smoke detectors	Outlets, GFI
Dead plants, litter, weeds, & debris	Siding, paint, stucco	Floors, walls & ceilings	Cover plates, fixtures
Lawns mowed, sprinkler system/hose	Masonry, chimneys, foundation	Lighting in halls & common areas	Electric wiring
Curbs & gutters, sidewalks, fences	Structural Integrity	Insects, pests & rodents	Stove / range / oven
Carport, parking, garbage container	Load bearing of floors/roofs/balconies	Insulation & weather stripping	Plumbing, water, traps & fittings
Accessory sheds & buildings	Stairs, porches, walkways & fire escapes	Sinks, toilets, tubs & showers	Refrigerator (40 – 45F) water supply/freezer
Swimming pool, hot tub	Window screens, door locks & keys replaced as required	Water - > 1 gal/min	Occupancy compliance
Stagnant water		Water - > 110 F	
		Heating/cooling to 78 F	
		Water heater, air conditioner, swamp cooler & furnace	

RENTAL DWELLING LICENSE
NAME OF TENANT(S) & NUMBER OF OCCUPANT(S) WORKSHEET

Name of Tenant(s)	Property Address	Number of Occupants

Date Received _____ License Officer _____

EXHIBIT “B”

LANDLORD TRAINING PACKET



WEST VALLEY CITY

Unity Pride Progress

Landlord Training



West Valley City Landlord Training



Landlords provide an important service to West Valley City. Rental units provide safe, sanitary and affordable housing for many residents in the community. The proper management of rental units is a top priority in West Valley City. In conjunction with the business license application process, the City has developed this educational packet for Landlords for the purposes of assisting Landlords in management processes and providing Landlords with valuable informational resources.

Please read the following education packet and complete the Landlord Worksheet.

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3. the conduct of website users or landlords in West Valley City.

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Evictions

This section discusses the rights, responsibilities and courses of action available for both landlords and tenants regarding evictions. For additional information and resources, explore the [Online Court Assistance Program](http://www.utcourts.gov) located at www.utcourts.gov, which allows landlords to initiate an eviction and tenants to respond to an eviction.

To recover possession of real property, a landlord must proceed according to Title 78, Chapter 36, of the Utah Code.

An Overview of the Eviction Process:

1. First, the landlord must actually end the tenancy, by delivering to the tenant a "Notice to Quit." This notice must be given before filing an eviction case. Any defects in the notice may cause dismissal of the case, requiring the landlord to begin the process again. The type of "Notice to Quit" and how much notice (time) is required is determined by the tenant's status (i.e., a tenant at will or a tenant under lease). Regardless of the type of tenancy, though, the law requires the use of a summary process action to evict. However, the requirements for a "Notice to Quit" can vary widely depending upon how the person came to reside or remain at the property.
2. After the "Notice to Quit" time has expired, the landlord then completes the Summons and Complaint for "Unlawful Detainer" (eviction). The Complaint is filed in the district court (court of general jurisdiction for Utah). The Summons and Complaint must be served on the tenant by a constable, deputy sheriff, or a person over the age of 18 years who is not a party to the action.
3. After being served with the Summons and Complaint, the tenant must file with the court an "Answer" within the time listed in the Summons. The Answer allows the tenant to explain to the court and the landlord why he or she should not be evicted, defenses against the court action, and any claims against the landlord. If the Answer is not filed on time, the landlord may ask for a default judgment and "Order of Restitution" against the tenant. The "Order of Restitution" directs the sheriff or constable to forcefully evict the tenant. If the tenant files a timely Answer, the case will proceed as a civil case under the Utah Rules of Civil Procedure (discovery, trial, etc.)
4. After the complaint has been filed, the landlord may move the case along more quickly by filing with the court an "Owner's Possession Bond," and serving notice upon the tenant. This is usually done when the tenant has answered the Complaint, eliminating the possibility of a default judgment. The Owner's Possession Bond must be approved by the court in an amount equal to the probable amount of costs of suit and actual damages to the tenant if the eviction action was brought improperly.

Tenant Eviction:

The eviction process in Utah is a four-step process.

1. The landlord must serve an eviction notice.
2. If the notice is not obeyed, the landlord must file a court action, which allows the tenant to present defenses in court.
3. If the judge rules for the landlord, the judge will enter an order for the tenant's eviction by a sheriff.
4. A landlord must follow the law closely in order to evict a tenant. A notice must say exactly the right thing, and must be served on the tenant in the right way. If the landlord makes a mistake, a tenant may be able to get the case dismissed.

What are the different types of eviction notices?

A notice of eviction indicates that the tenant-landlord relationship has been terminated. Four types of notice are described by Utah law:

1. **Three Day Alternative Notice:** This notice must be used if the tenant owes rent, and the landlord requests eviction so that new tenants may occupy the space. The notice indicates that the tenant must pay the rent or leave within three days. If the tenant offers the rent within three days, the landlord must accept it and the eviction process ends. However, if the tenant does not pay the rent within three days and refuses to move out, the landlord may continue with the eviction.
2. **Three Day Nuisance Notice:** This should be used if the tenant has been disturbing his or her neighbors, damaging property, or violating building and health codes. The tenant will have three days to move out before the landlord can continue with the eviction process.
3. **Fifteen Day Notice:** This type of notice does not require a formal reason, and may be used if the landlord simply wants the tenant to vacate the space at the end of a lease term. This notice must be given a minimum of fifteen days before the end of the rental period. If, by that time, the tenant has not moved out, the landlord may continue with the eviction process.
4. **Notice to Comply or Quit:** This notice should be used if the tenant has violated the rental agreement. The landlord must give the tenant a choice of either complying with the agreement, or moving out within five days. If the tenant does neither, the eviction process may be continued.

You may complete the documents required to initiate an eviction by using the [Online Court Assistance Program](http://www.utcourts.gov), which can be found at www.utcourts.gov.

Frequently Asked Questions for Landlords

What are my rights as a landlord?

As a landlord, you should receive full payment of the rent on time, so long as rental property is in good condition.

- Tenants should let you know when they are leaving town for an extended period of time.
- Tenants should request repairs in a timely manner and in writing.
- Tenants must abide by all terms of the signed lease.
- Tenants must provide 15 days written notice before moving, unless the lease specifies another notice period.

What are my responsibilities as a landlord?

- Comply with all health and building codes that apply to the rental property.
- Make all legal disclosures to the Tenant, such as existence of lead-based paint.
- Make requested repairs promptly.
- Maintain peace and quiet. Ensure that tenants can live on the property in peace, without unreasonable disturbances from you or other tenants.
- Give fifteen days written notice of any changes in a month-to-month agreement, such as rent increases.
- Abide by the lease agreement.

- If an eviction is necessary, follow the legal eviction process.

When must I return a deposit and when may I keep it?

Under Utah law, a landlord must return a tenant's deposit within thirty days after the tenancy ends, or within fifteen days after the landlord's receipt of the tenant's new address, whichever is later. If you keep a tenant's deposit, you must detail all your expenses allowed by law or under the lease, deduct them from the deposit, and then refund the difference to the tenant. Landlords may keep a deposit to compensate for unpaid rent, damages beyond reasonable wear and tear, cleaning, and other costs provided for in the rental contract.

For what repairs am I responsible?

Landlords are generally responsible for maintaining common areas such as hallways or grounds. They should also handle repairs for all large maintenance or structural problems, such as old plumbing systems. Additionally, if an item needed repair before a tenant moved in, the landlord is responsible for fixing it, unless the tenant accepts the premises with the problems.

Landlord responsibilities are defined in more detail in local ordinances and codes available from your local government. Many ordinances specify time periods within which certain repairs must be made. The ordinances may also allow tenants to pay for repairs themselves, and deduct that cost from the rent. This can only be done after written notice is given to the landlord, asking for the repairs, and a specified amount of time passes without the repairs being made.

Should I accept partial rent payments or payments after notice is served?

Normally, you can accept partial rent payments if you wish, and then serve a nonpayment notice for the rest of the rent, or agree with the tenant as to when the remaining rent will be paid. Be cautious, however, about accepting partial payments after you serve a nonpayment notice. You must, of course, accept payment of the full amount due, but if you accept a partial amount of rent, you should then serve a new eviction notice before proceeding with an eviction.

Does renting a property change my rights to access that property?

After a landlord rents a property, he or she gives up the right to enter the property at any time. A landlord should give a tenant at least 24 hours written notice in order to enter the property for any non-emergency reason. If possible, a landlord should talk to the tenant, agree on a time, and put that time in writing.

What constitutes abandonment of a rental property?

A landlord can assume abandonment if:

- the tenant is gone, the landlord does not know where the tenant is, the tenant has left behind furniture and other belongings, and the rent is unpaid for 15 days; or
- the landlord does not know where the tenant is, rent is unpaid, and the tenant's property is gone.

The landlord must hold any property left by the tenant for 30 days and make reasonable efforts to find the tenant. If the property remains unclaimed after 30 days, the landlord may sell the items and use the money to pay for overdue rent.

Frequently Asked Questions for Tenants

How Do I Respond to an Eviction?

If your landlord tries to evict you for a good reason, the fact that you have a baby, are pregnant, just lost your job, or have nowhere to go will not prevent a judge from evicting you. Also, if you stay after receiving an eviction notice, you could be liable for three times the daily rent for the days you stay there after the notice expires. Here are some general tips:

- An eviction begins with the service of a summons and complaint. The summons notifies tenants that they are being sued and that, to protect their rights, they should "answer" (reply) within a specified period. The complaint explains the lawsuit and tells the landlord's side of the story.
- You may wish to contact a lawyer in order to answer the summons. If you do not answer the summons, you will lose the right to explain your version of events, and a judge may issue a default judgment in favor of the landlord.
- If you must prepare the answer yourself, respond paragraph by paragraph to each statement in the complaint, saying whether or not you agree with it. Next, make two copies of your answer. Give the original to the court at the address listed at the top of the complaint, send a copy to the landlord or the landlord's attorney, and keep a copy for yourself.

What are my rights as a tenant?

- A safe and sanitary home. You have the right to call a health or housing inspector if you think there is a code violation in the property you are renting.
- Privacy, peace, and quiet. A landlord can enter the premises at reasonable times for repairs and inspections, but should notify you first. You have the right to tell a landlord what time is reasonable for you.
- Written receipts for rent or deposits.
- Notice of changes in lease terms. You are entitled to fifteen days notice of any change in your rental agreement.
- Repairs made within a reasonable amount of time after you request them in writing.
- Remain in residence until proper procedure is taken. You have the right to remain in the property you rent until you are legally evicted by a court order. Landlords do not have the right to lock you out of the property.

What are my responsibilities as a tenant?

- Pay your rent on time. As a tenant, you are responsible to pay your full rent on time.
- Take care of property. You must take reasonable care of the property you are renting. When you move, the property must be left in the same condition that you received it, less normal wear and tear.
- Notify the landlord when you are going to be away. Let your landlord know when you are going to be out of town or away from home for an extended period of time.
- Inform your landlord of needed repairs, in writing.
- Keep noise levels down. Be considerate of other renters and neighbors by keeping the noise level down in your home.
- Abide by the lease agreement. Read and discuss your lease with the landlord before you sign it, because you must abide by all its provisions.

- Give notice before moving. Unless otherwise specified in your lease, give 15 days written notice before moving.

How do I break my lease?

There is never a completely safe way to break a lease. If you feel you have a good reason to break your lease, such as the conditions in your apartment being bad, you still take a risk when you move out before your lease has expired. If your landlord sues you for rent or damages after you leave, a judge will determine whether you had a sufficient reason to break your lease. To protect yourself if you do break the lease, give the landlord as much notice as possible that you are moving. Your landlord has a duty to try to re-rent the apartment. After you move, watch the paper for ads, and keep an eye on the property you vacated. After someone else moves in, you are no longer responsible for the rent because your landlord cannot collect rent twice for the same property. The landlord can collect the difference between the old rent and the new rent, under certain conditions.

I received an "Owner's Possession Bond." What are my options?

An "Owner's Possession Bond" is served after the tenant has answered the complaint. If you have received this bond, your available options are:

- If you pay all accrued rent and costs within three days after being served with the notice, then you may have the complaint dismissed. This option is available only if the eviction action is based solely upon non-payment of rent or utilities.
- You may remain in possession of the property, if you file with the court a "Counter Bond," within three days of being served with the notice of Owner's Possession Bond. The tenant's Counter Bond is approved and filed in the same manner that the landlord obtained the Possession Bond.
- Upon written demand, you will be granted a hearing to be held within three days after you are served with the notice of the Owner's Possession Bond. At this hearing, the court will determine if you should remain at the property until further resolution of case issues.
- If you demand and receive a hearing and the judge finds that all issues between the landlord and you can be resolved without further court proceedings, a judgment will be entered at that time. If judgment is not entered and the judge allows you to remain in possession of the property until further issues are resolved, the judge must require you to post a bond in the same manner required for the tenant's Counter Bond.
- If you do not comply with any of the three remedies, the landlord may ask the court for an "Order of Restitution," which will direct the sheriff or constable to forcefully evict you. This Order of Restitution is issued and served before entry of a judgment.

The time within which either party must appeal a judgment in an eviction case is ten days, with the exception of a nuisance case, for which the time limit is three days.

What if my landlord does not return my deposit?

If your landlord does not return your deposit, he or she may be subject to a \$100 civil fine and court expenses. You may also sue your landlord in small claims court for an amount less than \$7,500.

For what repairs am I responsible?

Generally, tenants are responsible for repairing the rented premises as well as for items that may have been damaged through careless action. For example, if a tenant fails to clean out a sink and it clogs, the tenant will be responsible for repairs.

Are special considerations given for tenants in mobile homes?



If tenants are renting the mobile home itself, the same rules apply as if an apartment was being rented. While many of the general landlord and tenant rules also apply to owners of mobile homes who are renting space for their mobile homes, eviction procedures for owners of mobile homes are different in some ways.

Forms generated by the [Online Court Assistance Program](#) may be useful to a mobile home park, or to the owner of a mobile home, but you should first examine the law or consult with an attorney to be sure you have the correct forms.

Are special considerations given for tenants who receive subsidized housing?

Tenants who receive a government subsidy to help pay their rent, or who live in buildings operated under a federal program, have special rights that are explained in the Code of Federal Regulations. If a tenant is subsidized by the government, the forms provided by this program will probably be useful to both the tenant and the landlord. However, if you have questions about the different rules that apply, you should contact an attorney. Or tenants may wish to contact Utah Legal Services, while landlords may want to contact the Utah Apartment Association.

General Frequently Asked Questions

What are Utah's laws about discrimination in renting and leasing?

Federal and state laws prohibit discrimination in all aspects of housing, including rental, sale, and advertising. It is illegal to treat people differently on the basis of race, color, religion, sex, national origin, handicap, family status or source of income. For example, a landlord cannot refuse to rent to people who have children, or who receive welfare. For more information, contact the Industrial Commission of Utah at 801-530-6800.

Are oral agreements enforceable?

Many rental agreements, particularly those arranged on a month-to-month basis, are arranged orally. An oral agreement should address the same matters as a written lease, including utilities, rent, and deposits. The courts will generally uphold an oral agreement. However, leases for renting property for more than a year must be in writing, or the contract will not be enforced by the courts.

How can I settle my differences out of court?

Court processes can be costly and frustrating. Any judge will want to know what efforts were made to resolve tenancy problems before you went to court. To try to avoid a court process, you may want to consider one of the free or low-cost mediation services available in your area. For information on these mediation services, please refer to the [Obtaining Legal Assistance](#) page on the utcourts.gov website.

Additional Resources

Landlords

- You may wish to contact the Utah Apartment Association. The phone number in Salt Lake City is 801-487-5619.
- Please refer to the [Obtaining Legal Assistance](#) page on the utcourts.gov website, which describes statewide programs offering free legal consultations.

Tenants

- For help with finding an apartment or information about your landlord, contact the Housing Outreach Program at the Community Action Program. Phone: 359-2444, or visit its website at www.slcap.org.

Securing Good Tenants



Securing good tenants is one of the biggest challenges landlords face. The following steps can not guarantee a good tenant, but can provide information about tenants to assist landlords in the tenant selection process.

Application

Every landlord should require that prospective tenants complete an Application. An example of a standard Application is included in the packet. An example of the Release of Information Form is also included. In order for the landlord to complete the other steps listed, the Release of Information Form must be completed by the prospective tenant.

Background Checks

Criminal and Credit checks are very important in the tenant selection process. There are several local companies capable of processing these checks for a nominal fee provided the tenant completes a Release of Information Form.

Employment Verification

Employment verification should be requested by the landlord and provided by the prospective tenant. Employment verification should include, at a minimum:

- Proof of employment
- Amount of time on the job/with the company
- Salary

References

References should also be requested by the landlord and provided by the prospective tenant. The prospective tenant should be required to produce three references, at least one of which should be a prior landlord. The landlord should contact each reference listed.

Proper Execution of Residential Leases



The execution of a legally binding Lease is crucial for the proper management of rental units. There are various types of residential leases and a sample standard Lease is included in the packet. The landlord should go through a standard Lease and customize it to include the appropriate terms for the rental unit(s). For example, the landlord should determine whether or not pets are appropriate for the unit(s) and if so, determine what types of pets will be allowed. The landlord should develop a customized Lease Agreement suited for the size, condition and location of the rental unit(s).

The landlord should meet with the tenant and go through each of the terms of the Lease before the tenant signs. Every Lease should specifically address the following:

- a. Pets
- b. Parking
- c. Security Deposit Amount
- d. Monthly Rent Amount
- e. Amounts Received At Move-In
- f. Unit Inspection
- g. Rental Insurance
- h. Appliances
- i. Late Fees
- j. Number of Occupants
- k. Common Areas/Amenities
- l. Type of Tenancy (month-to-month, year, two-year)
- m. Any Other Terms Specific to the Unit
- n. Disclaimers or warranties required by the law
- o. Immediate eviction for any criminal activity in the unit.

* Laws regarding rental dwelling units change frequently. Leases should be reviewed annually and updated in accordance with any changes in the law.

All Leases need to be signed by the tenant in order to be valid. All attachments, amendments, addendums and/or exhibits of the Lease should be initialed by the tenant as well. A public notary should be present when the tenant signs the Lease to notarize the signature if the landlord has any doubts about the tenant's identity or ability to recall signing the agreement.

Business Licenses

Every landlord with a rental unit or units in West Valley City must comply with the West Valley City Business License Ordinances. The following are important sections from the West Valley City Code regarding Business Licenses that every landlord should know:

17-31-101. DEFINITIONS.

- (1) Multiple Family Dwelling Unit shall mean any buildings or apartment buildings so arranged, designed, built, rented, loaned, let or hired out to be used or occupied as the home, residence or dwelling unit of four or more families living independently of each other. This definition includes four-plexes, even if the owner lives in one of the units.

- (2) Rental Dwelling Unit shall mean any individual dwelling unit that is rented, loaned, let or hired out to be used or occupied as a home or residence.
- (3) Owner shall mean the person having ownership. Person includes any individual, group of individuals, partnership, corporation, association or other legal entity.

17-31-102. LICENSE REQUIRED.

- (1) Any owner of a rental dwelling unit shall obtain and maintain current a business license. Owners of more than one rental dwelling unit shall be required to obtain only one business license, provided that the owner furnishes to the City all owner contact information as well as a current, complete list of the rental dwelling units owned.
- (2) Any owner of less than three rental dwelling units shall be subject to the variable fees set forth in the Consolidated Fee Schedule. Owners of less than three rental dwelling units shall not be subject to the base license fee. Any owner of three or more rental dwelling units shall be subject to the base fee and variable fees set forth in the Consolidated Fee Schedule.
- (3) If there is more than one owner, including purchases under contract, each owner shall be jointly and severally liable to pay the business license fee and the variable fees as set forth in the Consolidated Fee Schedule.

17-31-103. EXCEPTION.

Any owner, or authorized designee, of a rental dwelling unit may apply for admission into the West Valley City Good Landlord Program. If admitted into the Program, the owner shall be responsible for base license fee and the Members of the Good Landlord Program Disproportionate Service Fee in the Consolidated Fee Schedule.

- (1) Program Requirements:
 - (a) Completion of the Landlord Worksheet
 - (b) Completion of eight (8) hours of Property Management class (must be approved by West Valley City)
 - (c) Execution of a written, binding contract with West Valley City regarding property management.

Landlords who renewed their business licenses between January 1, 2007 and June 1, 2007 may be eligible for admission into the Good Landlord Program until August 1, 2007. Landlords whose business licenses shall be renewable after June 1, 2007 may be eligible for admission into the Good Landlord Program for a period of two months after the renewal date. Landlords who miss the admission deadlines as described herein may request a review for admissions by the West Valley City Task Force. The West Valley City Task Force shall review all such requests and make a determination of admission within sixty (60) days after the review is received.

17-31-104. PENALTY.

Any person or party who violates the provisions of this Chapter shall be deemed guilty of a Class "B" misdemeanor.

- (1) Administrative Citation Penalties for Rental Dwelling Unit(s) owned by one or more individuals:
 - (a) First citation, per violation - \$500
 - (b) Second citation, per violation, per license year - \$1,000
- (2) Administrative Citation Penalties for Rental Dwelling Unit(s) owned by a corporation, partnership or association:

- (a) First citation, per violation - \$2,000.00
 - (b) Second citation, per violation, per license year - \$5,000.00
- (3) Penalties for Notices of Violations (NOV) and Certificates of Noncompliance for Rental Dwelling Unit(s) owned by one or more individuals:
 - (a) First Certificate of Noncompliance or Level I NOV, per violation, per day - \$500
 - (b) Second Certificate of Noncompliance or Level II NOV, per violation, per day, per license year - \$1,000
- (4) Penalties for Notices of Violations (NOV) and Certificates of Noncompliance for Rental Dwelling Unit(s) owned by a corporation, partnership or association:
 - (a) First Certificate of Noncompliance or Level I NOV, per violation, per day - \$1,000.00
 - (b) Second Certificate of Noncompliance or Level II NOV, per violation, per day, per license year - \$5,000.00

17-31-105. LICENSE FEES.

- (1) Any owner of less than three rental dwelling units shall pay the variable fees set forth in the Consolidated Fee Schedule. Any owner of three or more rental dwelling units shall pay the base license fee and variable fees set forth in the Consolidated Fee Schedule.
- (2) The base business license fee shall be paid at the time of application for a new or renewal license.
- (3) The Business and Economic Services Administrator may, with the approval of the City Manager, establish a payment plan or plans which allow the licensee to pay the per-unit fees in two, three, or four equal installment payments, made at regular intervals during the term of the license.
- (4) Failure to timely make a payment required pursuant to a payment plan as described above may result in the suspension or revocation of the license and the imposition of penalty fees as set forth in this Title.
- (5) Owners of multiple family dwelling units or rental dwelling units who are required to license under this Section, whose application for a license is received between July 1 and July 30, 1993, inclusive, shall receive a license which expires on June 30, 1994. Owners whose application is received during the July 1993 period shall be charged a per-unit fee equal to the fee which was in effect during June 1993.
- (6) On August 1, 1993, all applicants for new or renewal licenses shall pay the unit fee set forth in the Consolidated Fee Schedule in effect at the time of the application or renewal.

17-1-108. INSPECTIONS

- (1) The Director may designate any division employee as an enforcement official. Authorized officers shall be permitted to make an inspection to enforce any of the provisions of this Title or any other applicable statute or ordinance, and may enter any building or may enter upon any premises during regular business hours; or, if there are no regular business hours, the officers or their authorized representatives shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If the property owner or other responsible person refuses to allow the enforcement officers to enter and inspect the property, the officer may obtain and execute a search warrant.
- (2) No owner, occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to properly

permit entry therein by the authorized officer or his representative(s) for the purpose of inspection and examination to insure compliance with this Title.

17-3-101. DENIAL OF A BUSINESS LICENSE OR ALCOHOLIC BEVERAGE LICENSE

After a person has made application to the City for a business license or alcoholic beverage license, the application may be denied for any of the following reasons:

- (1) The applicant does not meet the qualifications for a licensee as provided under this Title.
- (2) For a new application, nonpayment of a returned check for the required license fees at the time the application is made. For a business license renewal application, nonpayment of the required license fees plus penalty three months after it is due.
- (3) One of the reviewing departments or divisions of the City provided for in this Title has disapproved the application pursuant to any applicable provision of the City Code.
- (4) False or incomplete information given on the application.
- (5) Noncompliance with any requirement or condition set by the Planning Commission or Planning and Zoning Division, if applicable, under a conditional use permit or by the Board of Adjustment or Planning and Zoning Division, if applicable, granting a variance or special exception.
- (6) Noncompliance with any city, state or federal statutes or any Health Department regulations governing the applicant's proposed business.
- (7) Any other reason expressly provided for in this Title.

17-3-102. REASONS FOR SUSPENSION OR REVOCATION

An existing business license or alcoholic beverage license may be suspended or revoked for any of the following reasons:

- (1) The licensee does not now meet the qualifications for a licensee as provided under this Title;
- (2) False or incomplete information given on an application;
- (3) The licensee has violated or is violating any provision of this Title or provision of the City Code, state or federal statutes or regulations governing the licensee's business.
- (4) The licensee has obtained or aided another person to obtain a license by fraud or deceit;
- (5) The licensee has failed to pay property taxes, the utility tax or sales tax;
- (6) The licensee has refused authorized representatives of the City to make an inspection or has interfered with such representatives while in the performance of his duty in making such inspection;
- (7) The licensee is not complying with a requirement or condition set by the Planning Commission or Planning and Zoning Division, if applicable, under a conditional use permit; by the Board of Adjustment or Planning and Zoning Division, if applicable, granting a variance or special exception; by the City Council; or by agreement;
- (8) Violation of this Title by the agents or employees of a licensee and violations of any other laws by the agents or employees committed while acting as an agent or employee of the licensee; or
- (9) Any other reason expressly provided for in this Title.

17-3-103. ENFORCEMENT

- (1) The License Officer shall have the authority, without a hearing, to deny a license for the reasons provided for in this Chapter.

(2) The License Officer shall have the authority to suspend or revoke a license without a hearing, for reasons provided for in this Chapter. However, the suspension or revocation shall not take effect until the time period for appealing the decision as set forth in this Chapter below has passed.

(3) The License Officer may, on his or her own initiative or in response to complaints from the general public or any City department or division, investigate and gather evidence of violations of this Title or other circumstances which may give rise to a denial, suspension or revocation.

17-3-104. PROCEDURE FOR SUSPENSION OR REVOCATION

The License Officer shall cause written notice to be given by personal service or registered mail to the licensee of his or her decision to suspend or revoke a license, the reason for such decision, that operation of a business after the effective date of the suspension or revocation is a Class "B" misdemeanor, the licensee's right to appeal the License Officer's decision and have a hearing, and the appeal procedure.

17-3-105. LICENSE HEARING BOARD

There is hereby created the License Hearing Board of West Valley City consisting of three members appointed by the City Manager with the advice and consent of the City Council. Two members of the Board, one of whom must be a West Valley City employee, shall both be residents of West Valley City and the third member, who need not be a West Valley City resident, shall be a holder of or have a substantial interest in a current West Valley City business license. Board members shall be appointed for three-year terms or until their successors are appointed and shall serve without compensation. Initially, appointments shall be made for one, two and three-year terms. Annually, thereafter, the City Manager shall, with the advice and consent of the City Council, appoint for three-year terms, Board members to take the place of retiring Board members. Vacancies in the Board caused by removals, resignations or otherwise, shall be filled for the unexpired term in the same manner as original appointments. The License Hearing Board shall have authority to hear evidence in business license matters referred to the Board and, after such hearing, shall submit its recommendations in writing to the Office of the City Manager. Nothing herein shall prevent the City Manager from serving as a member of the Board. The City Manager shall designate one member of the Board to be Chairman and one member of the Board to be Vice-Chairman for a period of one year.

17-3-106. APPEAL PROCEDURE

(1) Appeals of a License Officer's decision to deny, suspend or revoke a license may be made by filing a written notice of appeal with the City Recorder within 15 days of receipt of the notice of denial, suspension or revocation.

(2) The notice of appeal shall be in writing and shall set forth with specificity the reasons for which the appeal is taken.

Chapter 24-7 LANDSCAPE, PROPERTY, AND BUILDING MAINTENANCE

Sections:

- 24-7-101. Definitions.
- 24-7-102. Purpose.
- 24-7-103. Real Property; Required Landscaping; Maintenance Requirements.
- 24-7-104. Real Property Maintenance.
- 24-7-105. Maintenance of Structures.
- 24-7-106. Parkway Maintenance.
- 24-7-107. Failure to Properly Maintain Landscaping Property or Structures.

24-7-101. DEFINITIONS.

For the purpose of these regulations, the following terms, phrases and words shall have the meaning herein expressed:

- (1) Department: means the West Valley City Community and Economic Development Department.
- (2) Director: means the West Valley City Community Development Director or designee.
- (3) Eradicate or Eradication: means the complete elimination or destruction of all ordinance violations relating to landscape, property or buildings.
- (4) "Landscape or Landscaping" means the improvement of property through the addition of plants and the eradication of weeds and other deleterious material. Landscaping includes trees and may also include a combination of shrubbery, lawn, and vegetative or non-vegetative permeable groundcover. These may be further complemented with earth berms, walls and fences, all harmoniously combined to produce an aesthetic effect appropriate for the intended use. Landscaping may be designed to enhance and preserve natural features of a site, to make land more attractive for residential or other uses, to screen unattractive uses, or to act as buffers to visually separate different types of uses.
- (5) Landscape or Landscaping Maintenance: means maintaining or keeping any landscaping or any area required to be landscaped:
 - (a) in a live condition, with consideration for common growth and water needs;
 - (b) free from weeds, disease, pests, litter and all other nuisances;
 - (c) fertilized, trimmed, edged, mulched and in a clean and living condition in compliance with regionally accepted horticultural practice.
- (6) Maintain or Maintenance means when an object, structure, or other ordinance requirement is kept in working order or generally acceptable appearance by conducting necessary or ordinary repairs from time to time to keep such object, structure or ordinance requirement in working order.
- (7) Owner: Any person, who alone or jointly or severally with others:
 - (a) Has legal title to any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or
 - (b) Has charge, care or control of any premises, dwelling or dwelling unit, as legal or equitable owner, agent of the owner, lessee, or is an executor, administrator, trustee or guardian of the estate of the owner.
- (8) Parkway: means the area, which is within a public street right of way, that is located between the back of the curb (or edge of pavement if there is no curb) and the sidewalk or, if there is no sidewalk, the edge of the right of way. Parkways are often referred to as park strips.
- (9) Person: Any individual, public or private corporation and its officers, partnership, association, firm, trustee, executor of an estate, the state or its departments, institution,

bureau, agency, municipal corporation, county, city, political subdivision, or any legal entity recognized by law.

(10) Solid Waste:

- (a) Garbage, refuse, trash, rubbish, hazardous waste, dead animals, sludge, liquid or semi-liquid waste, and other spent, useless, worthless or discarded materials;
- (b) Materials stored or accumulated for the purpose of discarding;
- (c) Materials that have served their original intended purpose; or
- (d) Waste material resulting from industrial, manufacturing, mining, commercial, agricultural, residential, institutional, recreational or community activities.
- (e) Materials resulting from unmaintained landscaping or buildings whether in a residential, commercial or other zone.
- (f) Except it does not include solid or dissolved materials in domestic sewage or in irrigation return flows or discharges for which a permit is required under Chapter 11, Title 26, Utah Code Annotated 1953, as amended, or under the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, et seq. (1.6)

24-7-102. PURPOSE.

It is the purpose of these regulations to provide for the cleaning of real property, securing, maintenance or removal of structures, control of weeds and maintenance, removal or eradication of unmaintained landscaping, property or structures in City, in a way that will:

- (1) Prevent fire hazards; (2.1)
- (2) Prevent insect, rodent and other vermin harborage;
- (3) Prevent induction of hazardous pollens into the air;
- (4) Prevent further spreading of vegetation that threatens the public health, safety or welfare;
- (5) Abate the existence or condition of objects, structures or solid waste that threaten the public health, safety, or welfare or that create a public nuisance; or negatively affects the City's image, property values or neighborhood success.
- (6) Prevent the continued existence of unsightly or deleterious objects and structures upon property resulting from lack of maintenance, repair or cleaning.
- (7) Enhance the appearance of property, increase property values and encourage neighborhood creation and maintenance within the City.
- (8) Protect property values and improve the health and safety and appearance of the City by requiring that all landscaping and areas required to be landscaped be maintained in an appropriate and effective manner.
- (9) Protect property values and improve the health and safety and appearance of the City by requiring that all Property to include all physical structures be maintained in an appropriate and effective manner.

24-7-103. REAL PROPERTY; REQUIRED LANDSCAPING; MAINTENANCE REQUIREMENTS.

- (1) All developed residential parcels in the City shall have and maintain the following landscaping:
 - (a) Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.
 - (b) Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of 2- inch caliper. Conifer trees shall be at least six feet in height. Groundcover may include vegetative

vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more than 50 percent of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner; however, low-water use landscaping is encouraged.

- (c) At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.
 - (d) On lots over one-half acre in size, landscaping shall only be required on 80 feet of street frontage to the depth of the front yard setback. On corner one-half acre lots, 80 feet of frontage shall be landscaped on each street. The 80-foot frontage may include customary access drives.
- (2) All developed non-residential lots shall acquire and maintain landscaping as set forth in Title 7 of the West Valley City Municipal Code.
- (3) It shall be unlawful for any person owning or occupying real property within West Valley City, to fail:

To provide landscaping in all areas where landscaping exists or is required to exist. This shall apply to all real property throughout the City regardless of age of development, zone or status.

To install, maintain, replace or repair landscaping in all areas where it is required to exist or does exist.

24-7-104. REAL PROPERTY MAINTENANCE.

It shall be unlawful for any person owning or occupying real property within West Valley City, to fail:

- (1) To properly maintain real property including but not limited to concrete, fencing, lighting, non-attached structure items, retaining walls, sheds, or mailboxes.
- (2) To maintain, repair or replace fencing and to clear any weeds or other noxious plant material that is growing through around, under or up into fences.
- (3) To maintain any fencing that is falling down, hazardous, being used as a retaining wall or is unsightly.
- (4) To park any motorized or non motorized vehicle, camper, trailer or boat on an ordinance approved location as set forth in Title 7 of the West Valley City Municipal Code.

24-7-105. MAINTENANCE OF STRUCTURES.

It shall be unlawful for any person owning or occupying real property within West Valley City, to fail to:

- (1) Maintain all buildings and other structures to the minimum standards required by the International Property Maintenance Code, the Uniform Housing Code, and the Uniform Code for Abatement of Dangerous Buildings.
- (2) Maintain each exterior window of a building with an intact and unbroken window pane with an appropriate screen that shall remain in place at all times.
- (3) Provide each exterior doorway with an appropriate door as required by the International Property Maintenance Code, the Uniform Housing Code, and the Uniform Code for Abatement of Dangerous Buildings.

- (4) Provide and maintain weatherproofing on all exterior surfaces that protect the building such as paint, masonry, siding, stucco, roof coverings, rain gutters, garage doors, and carports as required by the International Property Maintenance Code, the Uniform Housing Code, and the Uniform Code for Abatement of Dangerous Buildings.

24-7-106. PARKWAY MAINTENANCE.

- (1) Landscaping or concrete shall be installed in all parkways. A permit is required to install concrete in parkways as required in Section 19-2-701.
- (2) When a parcel is adjacent to a street that includes a parkway, the owner of such parcel shall be responsible for:
 - (a) The landscaping or concrete installation within the parkway and
 - (b) The maintenance of the parkway unless the City has agreed through a development agreement to maintain the parkway.

24-7-107. FAILURE TO PROPERLY MAINTAIN LANDSCAPING PROPERTY OR STRUCTURES.

- (1) If the responsible person(s) fail to comply with this Ordinance, the Department may, in addition to other legal action:
 - (a) Undertake or cause the required maintenance;
 - (b) Repair, replace or maintain landscaping that exists or is required to exist.
- (2) The Department, upon approved completion of the work, shall:
 - (a) Prepare an itemized statement of all costs, including administrative expenses.

**Chapter 24-8
CLEANING OF REAL PROPERTY, WEED CONTROL
AND GRAFFITI REMOVAL**

Sections:

- | | |
|-----------|---|
| 24-8-101. | Definitions.** (Section 1.0) |
| 24-8-102. | Purpose.* (Section 2.0) |
| 24-8-103. | Jurisdiction.* (Section 3.0) |
| 24-8-104. | Scope. (Section 4.0) |
| 24-8-105. | Real property to be kept clean and secured.* (Section 5.0) |
| 24-8-106. | Standards for Weed Control.* (Section 6.0) |
| 24-8-107. | Notice. (Section 7.0) |
| 24-8-108. | Enforcement. (Section 8.0) |
| 24-8-109. | Department authority to clean and secure property and remove graffiti upon responsible person failure to comply.* (Section 9.0) |
| 24-8-110. | Alternate Methods of Compelling Payment.* (Section 10.0) |
| 24-8-111. | Collection by Lawsuit.* (Section 11.0) |
| 24-8-112. | Collection through Taxes.* (Section 12.0) |
| 24-8-113. | Examination and Investigation.* (Section 13.0) |
| 24-8-114. | Right to Appeal.* (Section 14.0) |
| 24-8-115. | Penalty.* (Section 15.0) |

24-8-101. DEFINITIONS.* (SECTION 1.0)

For the purpose of these regulations, the following terms, phrases and words shall have the meaning herein expressed:

- (1) Department: The West Valley City Community Development Department. (1.1)

- (2) Director: The West Valley City Community Development Director or his authorized representatives. (1.2)
- (3) Eradication: The complete destruction of weeds by chemicals, root removal or any other method approved by the Department. (1.3)
- (4) Owner: Any person, who alone or jointly or severally with others:
- (a) Has legal title to any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or
 - (b) Has charge, care or control of any premises, dwelling or dwelling unit, as legal or equitable owner, agent of the owner, lessee, or is an executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. (1.4)
- (5) Person: Any individual, public or private corporation and its officers, partnership, association, firm, trustee, executor of an estate, the state or its departments, institution, bureau, agency, municipal corporation, county, city, political subdivision, or any legal entity recognized by law. (1.5)
- (6) Solid Waste:
- (a) Garbage, refuse, trash, rubbish, hazardous waste, dead animals, sludge, liquid or semi-liquid waste, and other spent, useless, worthless or discarded materials;
 - (b) Materials stored or accumulated for the purpose of discarding;
 - (c) Materials that have served their original intended purpose; or
 - (d) Waste material resulting from industrial, manufacturing, mining, commercial, agricultural, residential, institutional, recreational or community activities.
 - (e) Except it does not include solid or dissolved materials in domestic sewage or in irrigation return flows or discharges for which a permit is required under Chapter 11, Title 26, Utah Code Annotated 1953, as amended, or under the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, et seq. (1.6)
- (7) Weeds:
- (a) Vegetation that has become a fire hazard;
 - (b) Vegetation that is noxious, a nuisance or dangerous, as determined by the Director;
 - (c) Grasses, stubble, brush, tumbleweeds, clippings and cuttings that endanger the public health and safety by creating a fire hazard; insect, rodent or other vermin harborage, or other nuisance;
 - (d) Poison ivy; and
 - (e) Plants specified as weeds in the Utah Noxious Weed Act, Title 4, Chapter 17, Utah Code Annotated, and its subsequent regulations. (1.7)
- (8) Abate means to put an end to any condition which is considered a violation of this Chapter. (1.8)
- (9) Deleterious means anything injurious to the health, safety or welfare of other persons. (1.9)
- (10) Property means any form of real property, including a habitable structure or any structure that is appurtenant thereto, object, or anything that is visible or tangible. Specifically including, but not limited to, hedges, automobiles, etc. (1.10)
- (11) Structure means anything constructed or erected which requires location on or below the ground, specifically including, but not limited to, fences, wells, poles, buildings or sheds. (1.11)
- (12) Unsightly means offensive to the visual senses as reasonably determined by the Department. (1.12)

(13) Graffiti means the unauthorized spraying of paint or marking of ink, chalk, dye or other similar substances on public and private structures. For the purposes of Section 10-11-1, et seq., Utah Code Annotated, graffiti is deleterious and unsightly.

24-8-102. PURPOSE.* (SECTION 2.0)

It is the purpose of these regulations to provide for the cleaning of real property, securing, maintenance or removal of structures, control of weeds and removal or obliteration of graffiti from structures within West Valley City, in a way that will:

- (1) Prevent fire hazards; (2.1)
- (2) Prevent insect, rodent and other vermin harborage; (2.2)
- (3) Prevent induction of hazardous pollens into the air; (2.3)
- (4) Prevent further spreading of vegetation that threatens the public health, safety or welfare; (2.4)
- (5) Abate the existence or condition of objects, structures or solid waste that threaten the public health, safety, or welfare or that create a public nuisance; (2.5)
- (6) Prevent the continued existence of unsightly or deleterious objects and structures upon property resulting from lack of maintenance, repair or cleaning.
- (7) Enhance the appearance of property and reduce communication between criminal elements by elimination of graffiti on structures within the City. (2.6)

24-8-103. JURISDICTION.* (SECTION 3.0)

All cleaning, maintenance or removal of property, weed control and graffiti removal or obliteration enumerated in this Chapter shall be subject to the direction and control of the Department.

24-8-104. SCOPE. (SECTION 4.0)

It shall be unlawful for any person not to comply with any rule or regulation promulgated by the Department, unless expressly waived by these rules and regulations.

24-8-105. REAL PROPERTY TO BE KEPT CLEAN AND SECURED.* (SECTION 5.0)

It shall be unlawful for any person owning or occupying real property within West Valley City, after receiving written notice from the Department to fail:

- (1) To maintain the height of weeds on the property, including adjacent parking strip(s), alley(s) and street edge(s) as required in Section 24-8-106. (5.1)
- (2) To remove from the property and lawfully dispose of all cuttings from weeds or solid waste. (5.2)
- (3) To effectively secure any vacant structure. (5.3)
- (4) To maintain or repair any unsightly or deleterious objects or structures, as defined in this Chapter. (5.4)
- (5) To remove from the property and lawfully dispose of any unsightly or deleterious objects or structures. (5.5)
- (6) To remove or obliterate any graffiti from or on any structure located upon any real property within the City, when the graffiti is visible from the street or other public or private property.

24-8-106. STANDARDS FOR WEED CONTROL.* (SECTION 6.0)

Weeds shall be maintained at a height of not more than six inches (15.2 cm) at all times, and the cuttings shall be promptly cleared and removed from the premises.

- (1) Weeds must be eradicated by chemicals, cutting, or other acceptable method so they do not exceed six inches (15.2 cm) in height. (6.1)
- (2) Weeds that are rototilled, disked, or removed by the root must be buried under the soil, removed from the property, or composted as allowed by law. (6.2)
- (3) If the Department determines that the large size of the property makes the cutting of all weeds impractical, the Department may issue an order limiting the required removal of weeds as described in subsection (2) to create a firebreak of not less than 25 feet in width around any structures and around the complete perimeter of the property. (6.3)
- (4) Except that real property not in close proximity to buildings or not creating a serious nuisance or fire hazard may be exempted by the Department from the weed control requirements. (6.4)

24-8-107. NOTICE. (SECTION 7.0)

- (1) Department to notify owner(s) or other(s) of violations. If the Department has inspected any premises and has found and determined that the property is in violation of these regulations or has reasonable grounds to believe that there has been a violation of any part of these regulations, or has determined that graffiti exists on a structure which is visible from the street or other public or private property, he shall give notice of the violation(s) to the owner(s) or other responsible person(s) thereof. (7.1)
- (2) Department to issue written notice of violation(s). Prior to initiating a court complaint for the violation of these rules and regulations, the Department shall issue a notice pursuant to Section 24-8-107(1) and shall:
 - (a) Describe the property;
 - (b) Give a statement of the cause for its issuance;
 - (c) Set forth an outline of the remedial action that complies with the provisions of these regulations; and
 - (d) Set a reasonable time for the performance of any required remedial act. However, in the case of graffiti removal or obliteration, the time shall not exceed 10 days from the date of the notice. (7.2)
- (3) Department to serve notice. The Department shall serve notice upon the owner(s) of the property or other responsible person(s) pursuant to Sections 24-8-107(1) and 24-8-107(2) of these rules and regulations. Service shall be deemed complete if the notice is served in one of the following ways:
 - (a) Served in person;
 - (b) Sent by mail, postage prepaid, to the last known address of the owner(s) or other responsible person(s); or
 - (c) Published in a newspaper of general circulation. (7.3)
- (4) One written notice sufficient for each calendar year. Only one notice need be served upon the person(s) during any calendar year directing the cutting and removal of weeds. (7.4)

24-8-108. ENFORCEMENT. (SECTION 8.0)

- (1) Department to ensure compliance. It shall be the duty of the Department, upon the presentation of proper credentials, to make inspections of any property as is necessary to ensure compliance with these regulations. (8.1)
- (2) Inspection made with consent. Departmental inspections may be made with consent of the owner(s) or other responsible person(s). If consent is not granted, a search may be made pursuant to an administrative search warrant issued by a court of competent jurisdiction. (8.2)

(3) Owner(s) may request a factual report of inspections. If requested, the owner(s) or other responsible person(s) of any property shall receive a report setting forth all facts found that relate to his compliance status. (8.3)

24-8-109. DEPARTMENT AUTHORITY TO CLEAN AND SECURE PROPERTY AND REMOVE GRAFFITI UPON RESPONSIBLE PERSON FAILURE TO COMPLY.* (SECTION 9.0)

(1) If the responsible person(s) fail to clean and secure his or their property or fails to remove or obliterate graffiti after a notice has been issued by the Department pursuant to Sections 24-8-107(1) and 24-8-107(2), the Department may, in addition to other legal action:

- (a) Undertake or cause the cutting, eradicating
- (2) The Department, upon approved completion of the work, shall:
 - (a) Prepare an itemized statement of all costs, including administrative expenses of cutting, eradicating and removing of weeds, securing, maintaining or removing any structure(s) on the property or removing or obliterating graffiti.
 - (b) Mail a copy of an itemized statement of costs to the responsible person(s) demanding payment to the Department or to the City Treasurer within 20 days of the date of mailing. Notice to the owner shall be deemed served if accomplished pursuant to Section 24-8-107(3). (9.2)

24-8-110. ALTERNATE METHODS OF COMPELLING PAYMENT.* SECTION 10.0)

If the owner fails to make payment within twenty days of the date of mailing, of the amount set forth in the itemized statement of costs, payable to the City Treasurer, the Department may either cause suit to be brought in an appropriate court of law or refer the matter to the City Treasurer, as provided by Section 24-8-112.

24-8-111. COLLECTION BY LAWSUIT.* (SECTION 11.0)

If collection of expenses is pursued through the court, the City shall file suit and receive a judgment for all expenses, together with reasonable attorney's fees, interest and court costs. The City may execute on such judgment in the manner provided by law.

24-8-112. COLLECTION THROUGH TAXES.* (SECTION 12.0)

If the Department elects to refer the collection of expenses to the city treasurer for inclusion in the tax notice of the property owner, the Department shall make an itemized statement of all expenses incurred and shall deliver four copies of the statement to the city treasurer, who shall deliver three copies of said statement to the county treasurer within ten days after the completion of the work for collection by the county treasurer pursuant to state law.

24-8-113. EXAMINATION AND INVESTIGATION.* (SECTION 13.0)

The Department is hereby authorized to make examinations and investigations of all real property within West Valley City, to determine whether owners of such property are complying with these rules and regulations, and to enforce their provisions. The Department is authorized to obtain an administrative warrant to allow entry onto private property for the purpose of enforcement of this Chapter or carrying out its duties under this Chapter.

24-8-114. RIGHT TO APPEAL.* (SECTION 14.0)

Within 10 calendar days after the Department has given a notice of violation(s), any person(s) aggrieved by the notice may request in writing a hearing before the Department. The hearing shall take place within 10 calendar days after the request. A written notice of the Department's

final determination shall be given within 10 calendar days after adjournment of the hearing. The Department may sustain, modify or reverse the action or order.

24-8-115. PENALTY.* (SECTION 15.0)

- (1) Any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of a class "B" misdemeanor. (15.1)
- (2) Each day such violation is committed or permitted to continue shall constitute a separate violation. (15.2)
- (3) The city attorney may initiate legal action, civil or criminal, requested by the Department to abate any condition that exists in violation of these rules and regulations. (15.3)
- (4) In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the Department in removing or abating any nuisance, source of filth, cause of sickness or infection, health hazard, sanitation violation or graffiti. (15.4)

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

(2003 INTERNATIONAL PROPERTY MAINTENANCE CODE)

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

401.2 Responsibility. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to the court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of the structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60 watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in a rooming unit or dormitory unit.

Exception: Where specifically approved in writing by the code official.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted in accordance with the manufacturer's instructions.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation

purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.

3. rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.

404.4 Bedroom requirements. Every bedroom shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Area for sleeping purposes. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m²) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

404.4.3 Water closet accessibility. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

**TABLE 404.5
MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a,b}	No requirements	120	150
Dining room ^{a,b}	No requirements	80	100
Bedrooms	Shall comply with Section 404.4		

For SI: 1 square foot = 0.093 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than two occupants shall have a clear floor area of not less than 220 square feet (20.4 m²). A unit occupied by three occupants shall have a clear floor area of not less than 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
4. The maximum number of occupants shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

(2003 INTERNATIONAL PROPERTY MAINTENANCE CODE)

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this chapter.

[P] SECTION 502 REQUIRED FACILITIES

502.1 Dwelling units. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten occupants.

502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

[P] SECTION 503 TOILET ROOMS

503.1 Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to

the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

503.2 Location. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface. In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

[P] SECTION 504 PLUMBING SYSTEMS AND FIXTURES

504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

RENTAL APPLICATION

Neatly complete all information below. All applicants over the age of 18 must complete and sign their own application.

Applicant's full name _____ Phone # _____ DOB _____

Social Security # _____ Drivers License # _____ State _____ Exp. _____

Current Address _____ City _____ State _____ Zip _____

Current Landlord's Name _____ Landlord's Phone # _____

How long at this address _____ Reason for leaving _____

Previous Address _____ City _____ State _____ Zip _____

Previous Landlord's Name _____ Phone # _____

How long at this address _____ Reason for leaving _____

Auto Year _____ Make _____ Model _____ State/License Plate # _____

Present Employer _____ Position _____ Monthly Income _____

Phone # _____ How long at job _____ Other income/source _____

Employer's Address _____ City _____ State _____ Zip _____

Number and type of Pets _____ Have you ever been party to an eviction? ☐ Yes ☐ No

Name of bank _____ Branch _____ Type of Account _____

Name of bank _____ Branch _____ Type of Account _____

Personal References:

Name _____ Yrs. Known _____ Relationship _____ Phone # _____

Name _____ Yrs. Known _____ Relationship _____ Phone # _____

Name _____ Yrs. Known _____ Relationship _____ Phone # _____

Total number of adults _____ Total number of children living with you under the age of 18 _____

Names and relations of all other applicants _____

I CERTIFY that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for tenant screening as may be necessary in arriving at a tenant decision, I understand that the landlord may terminate any rental agreement entered into for any misrepresentations made above.

Signature _____ Date _____

**APPLICANT AUTHORIZATION FOR THE RELEASE OF
INFORMATION FORM**

Address of Rental _____

Applicant's Name _____

Day Phone _____ Home Phone _____

Address _____

City _____ State _____ Zip _____

Social Security Number _____

Date of Birth _____

Driver's License # _____ State _____

**I authorize _____ to
obtain my consumer credit report, criminal history and public records to investigate any
personal information on me necessary to arrive at an applicant decision.**

Signature _____ **Date** _____

RENTAL UNIT INSPECTION FORM

Date _____ Inspector _____

Move in _____ - or - Move out _____

Description of the condition of the following:

Carpet _____

Paint _____

Showers _____

Bathtubs _____

Fixtures _____

Other _____

Appliances:

Refrigerator _____

Stove / Oven _____

Washer / Dryer _____

Other _____

My signature below constitutes my acknowledgement that the statements above accurately describe the conditions of the rental unit at the time of move in/move out.

Lessee

Lessor

Date

Date

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20_____, by and between _____, whose address is _____

(hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee").

W I T N E S S E T H :

WHEREAS, Lessor is the fee owner of certain real property being, lying and situate in _____ County, _____, such real property having a street address of _____

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

NOW, THEREFORE, for and in consideration of the sum of \$_____ the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of _____ year(s), such term beginning on _____, and ending at 12 o'clock midnight on _____.
2. **RENT.** The total rent for the term hereof is the sum of _____ DOLLARS (\$_____) payable on the _____ day of each month of the term, in equal installments of _____ DOLLARS (\$_____) first and last installments to be paid upon the due execution of this Agreement, the second installment to be paid on _____. All such payments shall be made to Lessor at Lessor's address as set forth in the preamble to this Agreement on or before the due date and without demand.
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Lessee shall deposit with Lessor the sum of _____ DOLLARS (\$_____) receipt of which is hereby acknowledged by Lessor, as security for any damage caused to the Premises during the term hereof. Such

deposit shall be returned to Lessee, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Lessee and Lessee's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.
7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **PARKING.** Lessee shall park vehicle in _____. Visitor parking is located _____.
9. **NON-DELIVERY OF POSSESSION.** In the event Lessor cannot deliver possession of the Premises to Lessee upon the commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no

liability, but the rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its agents, then this Agreement and all rights hereunder shall terminate.

10. **HAZARDOUS MATERIALS.** Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
11. **UTILITIES.** Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.
12. **MAINTENANCE AND REPAIR; RULES.** Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lessee shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;
 - (g) Keep all air conditioning filters clean and free from dirt;
 - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lessee;
 - (i) And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

13. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. **Lessee shall/shall not be required to carry a minimum of _____ in rental insurance and name Lessor as additional insured.**

14. **INSPECTION OF PREMISES.** Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

15. **SUBORDINATION OF LEASE.** This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **LESSEE'S HOLD OVER.** If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$_____) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
17. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
18. **ANIMALS.** Lessee shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Lessee shall actually keep any such animal on the Premises, Lessee shall pay to Lessor a pet deposit of _____ DOLLARS (\$_____), _____ DOLLARS (\$_____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.
19. **QUIET ENJOYMENT.** Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
20. **INDEMNIFICATION.** Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.
21. **DEFAULT.** If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any duties imposed on Lessee by statute, within seven (7) days after delivery of written notice by Lessor specifying the non-compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement. If Lessee fails to pay rent when due and the default continues for seven (7) days thereafter, Lessor may, at Lessor's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

22. **LATE CHARGE.** In the event that any payment required to be paid by Lessee hereunder is not made within three (3) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of _____ (\$_____).
23. **ABANDONMENT.** If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.
24. **ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
25. **RECORDING OF AGREEMENT.** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of _____.
27. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

Disclosure Form for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards
(check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.
_____ (d) Lessee has received the pamphlet *Protect Your Family*

From Lead

in Your Home.

Agent's Acknowledgment (initial)

under 42

(e) Agent has informed the lessor of the lessor's obligations

U.S.C. 4852d and is aware of his/her responsibility to
ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor

Date

Lessor _____ Date _____

Lessee	Date
--------	------

Lessee	Date
--------	------

Agent _____ Date _____

Agent	Date
-------	------

As to Lessor this _____ day of _____, 20____.

Witnesses:

"Lessor"

As to Lessee, this _____ day of _____, 20____.

Witnesses:

"Lessee"

EXHIBIT “C”

WEST VALLEY CITY LANDSCAPING REQUIREMENTS

EXHIBIT “C”

CHAPTER 24-7 LANDSCAPE, PROPERTY, AND BUILDING MAINTENANCE

Sections:

24-7-101.	Definitions.
24-7-102.	Purpose.
24-7-103.	Real Property; Required Landscaping; Maintenance Requirements.
24-7-104.	Real Property Maintenance.
24-7-105.	Maintenance of Structures.
24-7-106.	Parkway Maintenance.
24-7-107.	Failure to Properly Maintain Landscaping Property or Structures.

24-7-101. DEFINITIONS.

For the purpose of these regulations, the following terms, phrases and words shall have the meaning herein expressed:

(1) Department: means the West Valley City Community and Economic Development Department.

(2) Director: means the West Valley City Community Development Director or designee.

(3) Eradicate or Eradication: means the complete elimination or destruction of all ordinance violations relating to landscape, property or buildings.

(4) "Landscape or Landscaping" means the improvement of property through the addition of plants and the eradication of weeds and other deleterious material. Landscaping includes trees and may also include a combination of shrubbery, lawn, and vegetative or non-vegetative permeable groundcover. These may be further complemented with earth berms, walls and fences, all harmoniously combined to produce an aesthetic effect appropriate for the intended use. Landscaping may be designed to enhance and preserve natural features of a site, to make land more attractive for residential or other uses, to screen unattractive uses, or to act as buffers to visually separate different types of uses.

(5) Landscape or Landscaping Maintenance: means maintaining or keeping any landscaping or any area required to be landscaped:

(a) in a live condition, with consideration for common growth and water needs;

(b) free from weeds, disease, pests, litter and all other nuisances;

(c) fertilized, trimmed, edged, mulched and in a clean and living condition in compliance with regionally accepted horticultural practice.

(6) Maintain or Maintenance means when an object, structure, or other ordinance requirement is kept in working order or generally acceptable appearance by conducting necessary or ordinary repairs from time to time to keep such object, structure or ordinance requirement in working order.

(7) Owner: Any person, who alone or jointly or severally with others:

- (a) Has legal title to any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or
 - (b) Has charge, care or control of any premises, dwelling or dwelling unit, as legal or equitable owner, agent of the owner, lessee, or is an executor, administrator, trustee or guardian of the estate of the owner.
- (8) Parkway: means the area, which is within a public street right of way, that is located between the back of the curb (or edge of pavement if there is no curb) and the sidewalk or, if there is no sidewalk, the edge of the right of way. Parkways are often referred to as park strips.
- (9) Person: Any individual, public or private corporation and its officers, partnership, association, firm, trustee, executor of an estate, the state or its departments, institution, bureau, agency, municipal corporation, county, city, political subdivision, or any legal entity recognized by law.
- (10) Solid Waste:
- (a) Garbage, refuse, trash, rubbish, hazardous waste, dead animals, sludge, liquid or semi-liquid waste, and other spent, useless, worthless or discarded materials;
 - (b) Materials stored or accumulated for the purpose of discarding;
 - (c) Materials that have served their original intended purpose; or
 - (d) Waste material resulting from industrial, manufacturing, mining, commercial, agricultural, residential, institutional, recreational or community activities.
 - (e) Materials resulting from unmaintained landscaping or buildings whether in a residential, commercial or other zone.
 - (f) Except it does not include solid or dissolved materials in domestic sewage or in irrigation return flows or discharges for which a permit is required under Chapter 11, Title 26, Utah Code Annotated 1953, as amended, or under the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, et seq. (1.6)

24-7-102. PURPOSE.

It is the purpose of these regulations to provide for the cleaning of real property, securing, maintenance or removal of structures, control of weeds and maintenance, removal or eradication of unmaintained landscaping, property or structures in City, in a way that will:

- (1) Prevent fire hazards; (2.1)
- (2) Prevent insect, rodent and other vermin harborage;
- (3) Prevent induction of hazardous pollens into the air;
- (4) Prevent further spreading of vegetation that threatens the public health, safety or welfare;
- (5) Abate the existence or condition of objects, structures or solid waste that threaten the public health, safety, or welfare or that create a public nuisance; or negatively affects the City's image, property values or neighborhood success.
- (6) Prevent the continued existence of unsightly or deleterious objects and structures upon property resulting from lack of maintenance, repair or cleaning.
- (7) Enhance the appearance of property, increase property values and encourage neighborhood creation and maintenance within the City.

(8) Protect property values and improve the health and safety and appearance of the City by requiring that all landscaping and areas required to be landscaped be maintained in an appropriate and effective manner.

(9) Protect property values and improve the health and safety and appearance of the City by requiring that all Property to include all physical structures be maintained in an appropriate and effective manner.

24-7-103. REAL PROPERTY; REQUIRED LANDSCAPING; MAINTENANCE REQUIREMENTS.

(1) All developed residential parcels in the City shall have and maintain the following landscaping:

(a) Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.

(b) Landscaping shall include at least one tree and a combination of lawn, shrubs or groundcover. Deciduous trees shall be a minimum size of 2- inch caliper. Conifer trees shall be at least six feet in height. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include mineral or nonliving organic permeable material in not more than 50 percent of the net landscaped area. Mineral groundcover may include such materials as rocks, boulders, gravel, or brick over sand. Species, size, and placement of landscape elements shall be determined by the homeowner; however, low-water use landscaping is encouraged.

(c) At the time the water supply line to a house is installed, the builder shall furnish and install a stop-and-waste valve with an access sleeve and capped mainline to the surface to facilitate future sprinkler system installation. The stop-and-waste valve may also be located inside the home with a mainline extended to the exterior of the foundation wall and capped.

(d) On lots over one-half acre in size, landscaping shall only be required on 80 feet of street frontage to the depth of the front yard setback. On corner one-half acre lots, 80 feet of frontage shall be landscaped on each street. The 80-foot frontage may include customary access drives.

(2) All developed non-residential lots shall acquire and maintain landscaping as set forth in Title 7 of the West Valley City Municipal Code.

(3) It shall be unlawful for any person owning or occupying real property within West Valley City, to fail:

To provide landscaping in all areas where landscaping exists or is required to exist. This shall apply to all real property throughout the City regardless of age of development, zone or status.

To install, maintain, replace or repair landscaping in all areas where it is required to exist or does exist.

24-7-104. REAL PROPERTY MAINTENANCE.

It shall be unlawful for any person owning or occupying real property within West Valley City, to fail:

(1) To properly maintain real property including but not limited to concrete, fencing, lighting, non-attached structure items, retaining walls, sheds, or mailboxes.

(2) To maintain, repair or replace fencing and to clear any weeds or other noxious plant material that is growing through around, under or up into fences.

(3) To maintain any fencing that is falling down, hazardous, being used as a retaining wall or is unsightly.

(4) To park any motorized or non motorized vehicle, camper, trailer or boat on an ordinance approved location as set forth in Title 7 of the West Valley City Municipal Code.

24-7-105. MAINTENANCE OF STRUCTURES.

It shall be unlawful for any person owning or occupying real property within West Valley City, to fail to:

(1) Maintain all buildings and other structures to the minimum standards required by the International Property Maintenance Code, the Uniform Housing Code, and the Uniform Code for Abatement of Dangerous Buildings.

(2) Maintain each exterior window of a building with an intact and unbroken window pane with an appropriate screen that shall remain in place at all times.

(3) Provide each exterior doorway with an appropriate door as required by the International Property Maintenance Code, the Uniform Housing Code, and the Uniform Code for Abatement of Dangerous Buildings.

(4) Provide and maintain weatherproofing on all exterior surfaces that protect the building such as paint, masonry, siding, stucco, roof coverings, rain gutters, garage doors, and carports as required by the International Property Maintenance Code, the Uniform Housing Code, and the Uniform Code for Abatement of Dangerous Buildings.

24-7-106. PARKWAY MAINTENANCE

(1) Landscaping or concrete shall be installed in all parkways. A permit is required to install concrete in parkways as required in Section 19-2-701.

(2) When a parcel is adjacent to a street that includes a parkway, the owner of such parcel shall be responsible for:

(a) The landscaping or concrete installation within the parkway and

(b) The maintenance of the parkway unless the City has agreed through a development agreement to maintain the parkway.

24-7-107. FAILURE TO PROPERLY MAINTAIN LANDSCAPING PROPERTY OR STRUCTURES.

(1) If the responsible person(s) fail to comply with this Ordinance, the Department may, in addition to other legal action:

(a) Undertake or cause the required maintenance;

(b) Repair, replace or maintain landscaping that exists or is required to exist.

- (2) The Department, upon approved completion of the work, shall:
- (a) Prepare an itemized statement of all costs, including administrative expenses.

CHAPTER 24-8
CLEANING OF REAL PROPERTY, WEED CONTROL
AND GRAFFITI REMOVAL

Sections:

- 24-8-101. Definitions.** (Section 1.0)
 - 24-8-102. Purpose.* (Section 2.0)
 - 24-8-103. Jurisdiction.* (Section 3.0)
 - 24-8-104. Scope. (Section 4.0)
 - 24-8-105. Real property to be kept clean and secured.* (Section 5.0)
 - 24-8-106. Standards for Weed Control.* (Section 6.0)
 - 24-8-107. Notice. (Section 7.0)
 - 24-8-108. Enforcement. (Section 8.0)
 - 24-8-109. Department authority to clean and secure property and remove graffiti upon responsible person failure to comply.* (Section 9.0)
 - 24-8-110. Alternate Methods of Compelling Payment.* (Section 10.0)
 - 24-8-111. Collection by Lawsuit.* (Section 11.0)
 - 24-8-112. Collection through Taxes.* (Section 12.0)
 - 24-8-113. Examination and Investigation.* (Section 13.0)
 - 24-8-114. Right to Appeal.* (Section 14.0)
 - 24-8-115. Penalty.* (Section 15.0)
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24-8-101. DEFINITIONS.* (SECTION 1.0)

For the purpose of these regulations, the following terms, phrases and words shall have the meaning herein expressed:

- (1) Department: The West Valley City Community Development Department. (1.1)
- (2) Director: The West Valley City Community Development Director or his authorized representatives. (1.2)
- (3) Eradication: The complete destruction of weeds by chemicals, root removal or any other method approved by the Department. (1.3)
- (4) Owner: Any person, who alone or jointly or severally with others:
 - (a) Has legal title to any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof; or
 - (b) Has charge, care or control of any premises, dwelling or dwelling unit, as legal or equitable owner, agent of the owner, lessee, or is an executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. (1.4)
- (5) Person: Any individual, public or private corporation and its officers, partnership, association, firm, trustee, executor of an estate, the state or its departments, institution, bureau, agency, municipal corporation, county, city, political subdivision, or any legal entity recognized by law. (1.5)

(6) Solid Waste:

- (a) Garbage, refuse, trash, rubbish, hazardous waste, dead animals, sludge, liquid or semi-liquid waste, and other spent, useless, worthless or discarded materials;
- (b) Materials stored or accumulated for the purpose of discarding;
- (c) Materials that have served their original intended purpose; or
- (d) Waste material resulting from industrial, manufacturing, mining, commercial, agricultural, residential, institutional, recreational or community activities.
- (e) Except it does not include solid or dissolved materials in domestic sewage or in irrigation return flows or discharges for which a permit is required under Chapter 11, Title 26, Utah Code Annotated 1953, as amended, or under the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, et seq. (1.6)

(7) Weeds:

- (a) Vegetation that has become a fire hazard;
- (b) Vegetation that is noxious, a nuisance or dangerous, as determined by the Director;
- (c) Grasses, stubble, brush, tumbleweeds, clippings and cuttings that endanger the public health and safety by creating a fire hazard; insect, rodent or other vermin harborage, or other nuisance;
- (d) Poison ivy; and
- (e) Plants specified as weeds in the Utah Noxious Weed Act, Title 4, Chapter 17, Utah Code Annotated, and its subsequent regulations. (1.7)

(8) Abate means to put an end to any condition which is considered a violation of this Chapter. (1.8)

(9) Deleterious means anything injurious to the health, safety or welfare of other persons. (1.9)

(10) Property means any form of real property, including a habitable structure or any structure that is appurtenant thereto, object, or anything that is visible or tangible. Specifically including, but not limited to, hedges, automobiles, etc. (1.10)

(11) Structure means anything constructed or erected which requires location on or below the ground, specifically including, but not limited to, fences, wells, poles, buildings or sheds. (1.11)

(12) Unightly means offensive to the visual senses as reasonably determined by the Department. (1.12)

(13) Graffiti means the unauthorized spraying of paint or marking of ink, chalk, dye or other similar substances on public and private structures. For the purposes of Section 10-11-1, et seq., Utah Code Annotated, graffiti is deleterious and unsightly.

24-8-102. PURPOSE.* (SECTION 2.0)

It is the purpose of these regulations to provide for the cleaning of real property, securing, maintenance or removal of structures, control of weeds and removal or obliteration of graffiti from structures within West Valley City, in a way that will:

- (1) Prevent fire hazards; (2.1)
- (2) Prevent insect, rodent and other vermin harborage; (2.2)
- (3) Prevent induction of hazardous pollens into the air; (2.3)
- (4) Prevent further spreading of vegetation that threatens the public health, safety or welfare; (2.4)

(5) Abate the existence or condition of objects, structures or solid waste that threaten the public health, safety, or welfare or that create a public nuisance; (2.5)

(6) Prevent the continued existence of unsightly or deleterious objects and structures upon property resulting from lack of maintenance, repair or cleaning.

(7) Enhance the appearance of property and reduce communication between criminal elements by elimination of graffiti on structures within the City. (2.6)

24-8-103. JURISDICTION.* (SECTION 3.0)

All cleaning, maintenance or removal of property, weed control and graffiti removal or obliteration enumerated in this Chapter shall be subject to the direction and control of the Department.

24-8-104. SCOPE. (SECTION 4.0)

It shall be unlawful for any person not to comply with any rule or regulation promulgated by the Department, unless expressly waived by these rules and regulations.

24-8-105. REAL PROPERTY TO BE KEPT CLEAN AND SECURED.* (SECTION 5.0)

It shall be unlawful for any person owning or occupying real property within West Valley City, after receiving written notice from the Department to fail:

(1) To maintain the height of weeds on the property, including adjacent parking strip(s), alley(s) and street edge(s) as required in Section 24-8-106. (5.1)

(2) To remove from the property and lawfully dispose of all cuttings from weeds or solid waste. (5.2)

(3) To effectively secure any vacant structure. (5.3)

(4) To maintain or repair any unsightly or deleterious objects or structures, as defined in this Chapter. (5.4)

(5) To remove from the property and lawfully dispose of any unsightly or deleterious objects or structures. (5.5)

(6) To remove or obliterate any graffiti from or on any structure located upon any real property within the City, when the graffiti is visible from the street or other public or private property.

24-8-106. STANDARDS FOR WEED CONTROL.* (SECTION 6.0)

Weeds shall be maintained at a height of not more than six inches (15.2 cm) at all times, and the cuttings shall be promptly cleared and removed from the premises.

(1) Weeds must be eradicated by chemicals, cutting, or other acceptable method so they do not exceed six inches (15.2 cm) in height. (6.1)

(2) Weeds that are rototilled, disked, or removed by the root must be buried under the soil, removed from the property, or composted as allowed by law. (6.2)

(3) If the Department determines that the large size of the property makes the cutting of all weeds impractical, the Department may issue an order limiting the required removal of weeds as described in subsection (2) to create a firebreak of not less than 25 feet in width around any structures and around the complete perimeter of the property. (6.3)

(4) Except that real property not in close proximity to buildings or not creating a serious nuisance or fire hazard may be exempted by the Department from the weed control requirements. (6.4)

24-8-107. NOTICE. (SECTION 7.0)

(1) Department to notify owner(s) or other(s) of violations. If the Department has inspected any premises and has found and determined that the property is in violation of these regulations or has reasonable grounds to believe that there has been a violation of any part of these regulations, or has determined that graffiti exists on a structure which is visible from the street or other public or private property, he shall give notice of the violation(s) to the owner(s) or other responsible person(s) thereof. (7.1)

(2) Department to issue written notice of violation(s). Prior to initiating a court complaint for the violation of these rules and regulations, the Department shall issue a notice pursuant to Section 24-8-107(1) and shall:

- (a) Describe the property;
- (b) Give a statement of the cause for its issuance;
- (c) Set forth an outline of the remedial action that complies with the provisions of these regulations; and
- (d) Set a reasonable time for the performance of any required remedial act. However, in the case of graffiti removal or obliteration, the time shall not exceed 10 days from the date of the notice. (7.2)

(3) Department to serve notice. The Department shall serve notice upon the owner(s) of the property or other responsible person(s) pursuant to Sections 24-8-107(1) and 24-8-107(2) of these rules and regulations. Service shall be deemed complete if the notice is served in one of the following ways:

- (a) Served in person;
- (b) Sent by mail, postage prepaid, to the last known address of the owner(s) or other responsible person(s); or
- (c) Published in a newspaper of general circulation. (7.3)

(4) One written notice sufficient for each calendar year. Only one notice need be served upon the person(s) during any calendar year directing the cutting and removal of weeds. (7.4)

24-8-108. ENFORCEMENT. (SECTION 8.0)

(1) Department to ensure compliance. It shall be the duty of the Department, upon the presentation of proper credentials, to make inspections of any property as is necessary to ensure compliance with these regulations. (8.1)

(2) Inspection made with consent. Departmental inspections may be made with consent of the owner(s) or other responsible person(s). If consent is not granted, a search may be made pursuant to an administrative search warrant issued by a court of competent jurisdiction. (8.2)

(3) Owner(s) may request a factual report of inspections. If requested, the owner(s) or other responsible person(s) of any property shall receive a report setting forth all facts found that relate to his compliance status. (8.3)

24-8-109. DEPARTMENT AUTHORITY TO CLEAN AND SECURE PROPERTY AND REMOVE GRAFFITI UPON RESPONSIBLE PERSON FAILURE TO COMPLY.* (SECTION 9.0)

(1) If the responsible person(s) fail to clean and secure his or their property or fails to remove or obliterate graffiti after a notice has been issued by the Department pursuant to Sections 24-8-107(1) and 24-8-107(2), the Department may, in addition to other legal action:

- (a) Undertake or cause the cutting, eradicating
- (2) The Department, upon approved completion of the work, shall:
 - (a) Prepare an itemized statement of all costs, including administrative expenses of cutting, eradicating and removing of weeds, securing, maintaining or removing any structure(s) on the property or removing or obliterating graffiti.
 - (b) Mail a copy of an itemized statement of costs to the responsible person(s) demanding payment to the Department or to the City Treasurer within 20 days of the date of mailing. Notice to the owner shall be deemed served if accomplished pursuant to Section 24-8-107(3). (9.2)

24-8-110. ALTERNATE METHODS OF COMPELLING PAYMENT.* SECTION 10.0)

If the owner fails to make payment within twenty days of the date of mailing, of the amount set forth in the itemized statement of costs, payable to the City Treasurer, the Department may either cause suit to be brought in an appropriate court of law or refer the matter to the City Treasurer, as provided by Section 24-8-112.

24-8-111. COLLECTION BY LAWSUIT.* (SECTION 11.0)

If collection of expenses is pursued through the court, the City shall file suit and receive a judgment for all expenses, together with reasonable attorney's fees, interest and court costs. The City may execute on such judgment in the manner provided by law.

24-8-112. COLLECTION THROUGH TAXES.* (SECTION 12.0)

If the Department elects to refer the collection of expenses to the city treasurer for inclusion in the tax notice of the property owner, the Department shall make an itemized statement of all expenses incurred and shall deliver four copies of the statement to the city treasurer, who shall deliver three copies of said statement to the county treasurer within ten days after the completion of the work for collection by the county treasurer pursuant to state law.

24-8-113. EXAMINATION AND INVESTIGATION.* (SECTION 13.0)

The Department is hereby authorized to make examinations and investigations of all real property within West Valley City, to determine whether owners of such property are complying with these rules and regulations, and to enforce their provisions. The Department is authorized to obtain an administrative warrant to allow entry onto private property for the purpose of enforcement of this Chapter or carrying out its duties under this Chapter.

24-8-114. RIGHT TO APPEAL.* (SECTION 14.0)

Within 10 calendar days after the Department has given a notice of violation(s), any person(s) aggrieved by the notice may request in writing a hearing before the Department. The hearing shall take place within 10 calendar days after the request. A written notice of the Department's final determination shall be given within 10 calendar days after adjournment of the hearing. The Department may sustain, modify or reverse the action or order.

24-8-115. PENALTY.* (SECTION 15.0)

(1) Any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of a class "B" misdemeanor. (15.1)

(2) Each day such violation is committed or permitted to continue shall constitute a separate violation. (15.2)

(3) The city attorney may initiate legal action, civil or criminal, requested by the Department to abate any condition that exists in violation of these rules and regulations. (15.3)

(4) In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the Department in removing or abating any nuisance, source of filth, cause of sickness or infection, health hazard, sanitation violation or graffiti. (15.4)